

Amendment 120

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 120 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 25th day of March, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG to perform the Preliminary Analysis necessary to develop a proposal for Pierce Transit (PT) to use Portable Fare Transaction Processors (PFTP) to collect fares on their vanpools which adapts functionality similar to that which was designed for use on King County Metro's vanpools. This work is performed per RFI RFCS-536 *PFTP Multi-purpose Fare Collection v12*.
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis which will include:

- (a) Undertake requirements gathering and documentation with PT.
- (b) Schedule one or more meetings with PT to elicit a full set of agreed upon requirements to customize the KCM vanpool solution for PT

1.2 The Contractor will present a response to PT that will include the following deliverables:

- (a) A statement of requirements and a scope of work
- (b) A written solution proposal, which includes a list of all work to configure, develop, test and integrate a solution for PT PFTP vanpool fare collection. The deliverable will include a high level discussion of the activities needed to implement the solution operationally, to include:
 - i. The field work to be performed (e.g. commissioning)
 - ii. The authorizing documents for the work contained within each requirement (e.g. a Change Request (CR) to schedule commissioning work)
 - iii. A proposed high level schedule listing the agreed work activities, dependencies, and any know constraints or risks
 - iv. A list of configurable items that will be modified or added for the proposed change
 - v. A detailed cost estimate(s). Where the work requires a CR or Contract Change, pricing will be provided for budgetary purposes, but the final price or estimate will be provided on the authorizing document.
 - vi. Identification of required training materials or Train the Trainer courses.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 120

To perform PA to develop a proposal for PT to use PFTP's to collect fares on their vanpools which adapts functionality similar to that designed for use on KCM's vanpools. TOTAL	\$4946
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Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Twenty shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

The Agencies

By: _____
Its: _____
Date: _____

By: Candace Carlson
Their: ORCA operations manager
On behalf of the Agencies
Date: MARCH 25, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

 24-Mar-11
Elaine Aulgur Date

In the presence of:

 24-MAR-11
Witness Signature Date

Witness name: PASSY HAZARD